

# Forrest Health

## Bid # 1585

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Special Requirements for Bids

**Forrest General Hospital**  
**Attention: Purchasing Department**  
125 South 28<sup>th</sup> Avenue  
Suite 100  
Hattiesburg, MS 39401  
(601) 288-1922

**BID MUST BE RETURNED NO LATER THAN**  
**September 27, 2022 at 2:00 p.m.**

**Return Bid Envelope Must Be Marked on Outside:**

**BID # 1585 ENCLOSED**  
**"Dairy Items"**

**\*\*\*\*DUE TO THE COVID-19 PANDEMIC, BIDS MUST BE SUBMITTED VIA MAIL**  
**ONLY NO LATER THAN SEPTEMBER 27, 2022, AT 2:00 P.M.\*\*\*\***

**Bid Opening Date: Tuesday, September 27, 2022**  
**Bid Opening Time: Immediately after 2:00 p.m.**

**Bid Opening To Take Place:**  
**Forrest General Hospital**  
**Purchasing Department**  
**125 South 28<sup>th</sup> Avenue**  
**Hattiesburg, MS 39401**

**Forrest Health reserves the right to accept or reject any or all bids, as well as**  
**wave any and all informalities it deems appropriate.**

**\*\*\*\*DUE TO THE COVID-19 PANDEMIC, THE BID OPENING WILL CONSIST OF**  
**TWO (2) REPRESENTATIVES FROM THE PURCHASING DEPARTMENT. THE**  
**WINNER WILL BE NOTIFIED VIA TELEPHONE AND/OR MAIL.**

# Forrest Health

## Bid # 1585

From: Paul DeFreese  
Forrest General Hospital  
Purchasing Department  
125 South 28<sup>th</sup> Avenue  
Hattiesburg, MS 39401

### SUBJECT: BID INSTRUCTIONS


You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Please place your Company Name, Contact Name, Address, Telephone Number, and Email Address on the top left of page one (1). Provide the unit costs on pages seven (7) and eight (8). Complete all information as specified on page nine (9). Provide signature of an official of your company at the bottom of page nine (9) and on the Standard Contract Addendum (page 10 and 11).

Mail your bid as specified on the attached "Special Requirements" page to the above address for the Forrest General Hospital Purchasing Department in a sealed envelope. Quotation envelope must be marked with "**BID #1585 ENCLOSED**" and "**Dairy Items**" on the outside of the sealed envelope. **Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered.** Faxed copies of bid will only be accepted if faxed to an outside source and delivered to Forrest General Hospital Purchasing Department in a sealed envelope with all required information on outside of envelope.

Thank you,



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Paul DeFreese  
Purchasing Analyst

# Forrest Health

## Bid # 1585

### REQUEST FOR QUOTATION/PROPOSAL FORREST HEALTH P. O. BOX 16389, HATTIESBURG, MS 39404 (FOR SPECIFIED LOCATIONS)

|                                                                                          |
|------------------------------------------------------------------------------------------|
| Forrest Health reserves the right to reject any/or all bids and waive any informalities. |
|------------------------------------------------------------------------------------------|

#### **“Dairy Items”**

For all practical purposes in other sections of these bid specifications, the proposing bidder may be referred to as the “Vendor” and Forrest Health may be referred to as the “Hospital.”

#### **Bid Overview**

The awarded Vendor(s) shall provide specified quantities of the items as described in the following bid specifications for Bid #1585 for Forrest General Hospital and outlying facilities.

#### **Forrest Health Responsibility**

1. The Hospital shall provide one or more representative(s) who will communicate with the Vendor’s Representative to answer questions, verify bid specifications, coordinate delivery, distribution, and verify invoice information. Jennifer Easley, Director of Food and Nutrition, will be the contact to answer questions pertaining to this Bid at 601-288-1751 or [jeasley@forrestgeneral.com](mailto:jeasley@forrestgeneral.com).
2. The Hospital shall determine the quantity to be purchased, delivery method, date, time, and locations deliveries are to be made.
3. The awarded Vendor(s) will be notified after the Bid opening by telephone, email, or letter.
4. The Hospital reserves the right to reject any or all bids submitted and waive any informality, whichever is in the best interest of the Hospital.
5. The Hospital shall have, and hereby reserves and retains, the right and option to terminate the contract with Vendor upon thirty (30) days prior written notice to Vendor, either with or without cause.

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## Bid # 1585

### **Vendor Responsibility**

1. Vendor shall provide a representative to communicate with the Hospital representative to answer questions, verify bid specifications, receive purchase orders, coordinate deliveries, stock shelves, rotate stock according to date, verify receipts and invoices.
2. Vendor shall provide quality products as requested by the Hospital. Items which do not meet normal expectations for quality and satisfaction may be returned for replacement or credit at the option of the Hospital.
3. Vendor must provide a copy of a Certificate of Insurance with bid. The amount of Workers' Compensation coverage required by Mississippi State Law. Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate. Automobile General Liability with a minimum coverage of \$1,000,000.00.
4. Vendor is required to register the company and sales team with Forrest Health's authorized Vendor Credentialing Program, Green Security.
5. **The Vendor Representative will be responsible for completing and signing all documents included in the bid packet. Vendors who do not submit all required documents at the time of bid opening will not be considered.**
6. Forrest Health will not be responsible for completing credit applications submitted by the awarded Vendor. Financial documents are included in the attached documentation.

# Forrest Health

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### BID CHECKLIST

- ☐ Complete section at top of Page 1 with Company Name, Contact Name, Company Address, Phone Number, and Email Address.
- ☐ On Page 9, check Yes or No to certify that you and your company qualify to do business as a resident of the State of Mississippi.
- ☐ On Page 9, if you are a non-resident person/firm/corporation, check Yes or No to confirm that a copy of your Resident State's Law pertaining to your state's treatment of non-resident bidders is attached.
- ☐ On Page 9, fill in the information requested in the center of the page to include Date, Vendor, Address, Official Signature, and Print Name & Title
- ☐ On Page 10, Standard Contract Addendum – please enter Vendor's name in space provided at top of the page
- ☐ On Page 11, Standard Contract Addendum – please sign Contractor's name, and date at the bottom left of the page.

### Items Required with Bid:

- ☐ **Provide certificate of insurance:**  
Vendor must provide a copy of certificate of insurance with bid:
  - The amount of Worker's Compensation coverage required by Mississippi State Law.
  - Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate.
  - Automobile General Liability with a minimum coverage of \$1,000,000.00.
- ☐ **Standard Contract Addendum** (pages 10 & 11)

# Forrest Health

## Bid # 1585

### **Bid Product Specifications and Information**

1. The successful bidder's prices include delivery to all facilities listed and must be firm for a period of twelve months (12).
2. The Pricing and Term of the award will begin November 1<sup>st</sup>, 2022, through October 31<sup>st</sup>, 2023, and may be extended for two (2) additional years, in one (1) year increments, if agreed upon in writing by both the Vendor and Forrest Health, sixty (60) days prior to the end of the twelve (12) month period.
3. Forrest Health prefers to award the listed items as a group, but reserves the right to make bid award based on individual line items, as a group, or not award at all, whichever is in the best interest of the Hospital.
4. Quantities stated are a combined estimated usage for the facilities listed for a twelve (12) month period of time. Forrest Health reserves the right to purchase more or less quantities as needed.
5. If quantity or size of unit being bid differs from quantity and size specified, Vendor must clearly provide information for each item with unit price.

### **Delivery Locations**

Vendor(s) will be responsible for making deliveries to the following locations. Additional facilities may be added as needed and pricing is to remain firm for the duration of the bid.

Forrest General Hospital  
6051 US Hwy 49  
Hattiesburg, MS 39401

Pine Grove  
2255 Broadway Drive  
Hattiesburg, MS 39401

Orthopedic Institute  
27 Southern Pointe Parkway  
Hattiesburg, MS 39401

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Forrest Health requests a price quote for the following item as per bid specifications. Usage is a combined estimate for all locations included in the bid.

### “Dairy Items”

| Item # | Estimated 12-Month Usage | Description                                                                                                            | Unit Price | Extended Price |
|--------|--------------------------|------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1      | 480                      | Cottage Cheese, high protein, low fat, made from grade A pasteurized milk products, maximum milk fat 2%, 5-lb. cartons |            |                |
| 2      | 600                      | Buttermilk made from skim milk, ½-pint cartons, pasteurized, grade A, butterfat not to exceed 0.5%                     |            |                |
| 3      | 500                      | Buttermilk, made from skim milk, pasteurized, grade A, ½-gallon cartons, maximum butterfat 0.5%                        |            |                |
| 4      | 22,000                   | Milk Chocolate, low fat, 1% ½-pint carton                                                                              |            |                |
| 5      | 2,800                    | Milk, Chocolate, Premium, ½-pint carton                                                                                |            |                |
| 5      | 1,200                    | Lactaid Milk, 8 oz                                                                                                     |            |                |
| 6      | 128,000                  | Milk, low fat, ½-pint cartons, pasteurized, grade A, maximum butterfat 1%                                              |            |                |
| 7      | 20,000                   | Milk, low fat, ½-pint cartons, pasteurized, grade A, maximum butterfat 2%                                              |            |                |
| 8      | 650                      | Milk, low fat, pasteurized, grade A, 1 gallon, maximum butterfat 2%                                                    |            |                |
| 9      | 850                      | Milk Skim, 1 gallon, grade A, Butterfat 0.5%                                                                           |            |                |

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### “Dairy Items”

| Item # | Estimated<br>12 Month<br>Usage | Description                                                                              | Unit Price | Extended<br>Price |
|--------|--------------------------------|------------------------------------------------------------------------------------------|------------|-------------------|
| 10     | 46,000                         | Milk, Homogenized,<br>pasteurized, grade A, ½-pint<br>cartons, 3.5% minimum<br>butterfat |            |                   |
| 11     | 575                            | Milk, homogenized,<br>pasteurized, grade A, 1-<br>gallon cartons, 3.5% fat               |            |                   |
| 12     | 1,200                          | Sour Cream, grade A,<br>cultured, pasteurized, quart<br>cartons                          |            |                   |



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Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

I certify that my company and I qualify to do business as a resident of the State of Mississippi.

Yes \_\_\_\_\_ No \_\_\_\_\_

As a non-resident person, firm or corporation, I confirm that a copy of my Resident State's Law pertaining to my state's treatment of non-resident bidders is attached.

Confirmed: Yes \_\_\_\_\_ No \_\_\_\_\_

We quote/propose you as specified by Forrest Health in this Bid.

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Address \_\_\_\_\_

Official Signature \_\_\_\_\_

Print Name & Title \_\_\_\_\_

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### FORREST COUNTY GENERAL HOSPITAL STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General Hospital ("FCGH") and shall become a part of the following listed Agreements with

\_\_\_\_\_ ("Contractor") as if fully copied into the body of that Agreement. FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.

The following terms shall control over any and all conflicting parts of the Agreement:

1. FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the Agreement,

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and specifically agrees that any Contractor cannot vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement.

10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.
11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.\
12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.

**COMPLIANCE:** As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.

Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

### CONTRACTOR

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Signature

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Name

---

Title

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Date

### FORREST COUNTY GENERAL HOSPITAL

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Signature

---

Name

---

Title

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Date